



BRYCE YOKOMIZO
Director

County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746
Tel (562) 908-8400 • Fax (562) 908-0459



Board of Supervisors

GLORIA MOLINA

First District

YVONNE BRATHWAITE BURKE

Second District

ZEV YAROSLAVSKY

Third District

DON KNABE

Fourth District

MICHAEL D. ANTONOVICH

Fifth District

February 3, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO AMEND CONTRACT BETWEEN
LOS ANGELES COUNTY OFFICE OF EDUCATION - HEAD START
AND DEPARTMENT OF PUBLIC SOCIAL SERVICES
FOR EMPLOYEE-BASED CHILD CARE CENTER
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

Delegate authority to the Director, Department of Public Social Services (DPSS), to prepare and sign Amendment Number Two, substantially similar to attached sample amendment (Attachment #1) to the County contract #C-3198 with the Los Angeles County Office of Education (LACOE), for the provision of child care services to County employees at the child care center located at 12900 Crossroads Parkway South, City of Industry, CA 91746. This amendment extends the current contract on a month-to-month basis for up to a 10-month period effective February 29, 2004 through December 31, 2004, or until a new contract is awarded, whichever is sooner. This is a non-financial agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 7, 2000, your Board passed a motion requiring the Chief Administrative Officer to assess the feasibility of providing child care services in each County-owned facility. As a result of this motion, a child care center was established at DPSS Administrative Headquarters located at 12900 Crossroads Parkway South, City of Industry, California 91746. There is sufficient space to accommodate a child care program for eight infants, eight toddlers, and 42 preschoolers.

The current contract with LACOE to provide child care services at this location will expire on February 28, 2004.

To ensure that LACOE is able to continue operating the center at a viable level, more children need to be enrolled. Current enrollment is 35 children in the 58-children capacity center. DPSS is actively recruiting County employees to enroll their children, and exploring the possibility of enrolling other children from the community. The extension for up to 10 months is necessary in the event that LACOE does not opt to continue providing required services under the terms of this contract and will allow DPSS sufficient time to prepare and execute an RFQ for the solicitation of a new center operator.

This amendment also updates County Terms and Conditions by adding requirements approved by the Board of Supervisors since the approval of the initial contract.

Board approval of the recommended action will allow the County to continue its agreement with LACOE to administer the Head Start program to the children of County employees with no interruption in child care services. This program is widely recognized as a high quality, comprehensive child development program which serves children from birth to age five with an overall goal of increasing the school readiness of young children. The Head Start delegate agency, Plaza de la Raza, will operate the center under a subcontract.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The contract is consistent with the principles of the Countywide Strategic Plan Goal #5 (Children and Families' Well-Being) to improve the well-being of children and families in Los Angeles County.

FISCAL IMPACT/FINANCING

This is a non-financial agreement. The County will pay the cost of ongoing equipment and supplies associated with the Crossroads Child Care Center. The net County cost associated with these costs is \$830 per month. In addition, the County will provide the physical facilities, utilities, and upkeep which are deemed unavoidable costs.

Funding for costs associated with the Crossroads Child Care Center is included in the FY 2003-04 Final Adopted Budget. Funding for FY 2004-05 will be included in the Department's annual budget request.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

This amendment will extend the Agreement on a month-to month basis for up to 10 months, commencing February 29, 2004, through December 31, 2004 and will ensure no disruption of services.

The amendment has been approved as to form by County Counsel.

There will be no adverse employee impact as a result of this contract. Approval of this amendment will not result in unauthorized disclosure of confidential information, and will be in full compliance with federal, State and County regulations.

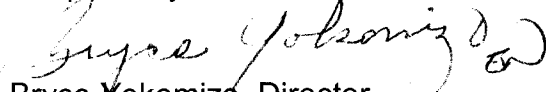
IMPACT ON CURRENT SERVICES

Continuation of this project will impact the County's current child care services and CalWORKs Program in significant ways. It provides: 1) increased child care capacity; 2) availability of quality on-site child care services to County employees; 3) opportunity for CalWORKs participants in the local community colleges' Careers in Child Care Training program to experience hands on training in pursuit of a career in the field of early childhood education; and 4) a full day Head Start program of high quality child care services.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted and stamped Board letter to the Director, of DPSS.

Respectfully submitted,


Bryce Yokomizo, Director

BY:ko

Enclosures

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Policy Roundtable for Child Care
Superintendent, Los Angeles County Office of Education

**Amendment No. 2
CROSSROADS
CHILD CARE CENTER
CONTRACT**



By and Between
**LOS ANGELES COUNTY OFFICE OF EDUCATION
AND
COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES
FOR
CROSSROADS CHILD CARE CENTER**

PREPARED BY BUREAU OF PROGRAM AND POLICY
12860 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91746-3411

JANUARY 2004

Amendment No. 2 By and Between Los Angeles County Department of Public Social Services and the Los Angeles County Office of Education for the Employee-Based Crossroads Child Care Center

The following changes to the above-identified contract are agreed to on this day_____ of February 2004:

1. **Page 2, Section II TERM OF CONTRACT:** A paragraph IV is added as follows:
 4. The term for this contract shall be extended from February 29, 2004 through December 31, 2004 on a month-to-month basis, or until terminated earlier by County.

The following standard terms and conditions listed below will be inserted at end of the Standard Terms and Conditions section, Section V as continuation of clauses beginning on page 25.

46. Collective Bargaining Contract

The CONTRACTOR agrees to provide to the COUNTY, upon request, a copy of any collective bargaining Contract covering employees providing services under the Agreement.

47. Complaints

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after Agreement effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

- 47.1** The CCA will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 47.2** If the CCA requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.

- 47.3** If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

The CONTRACTOR shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines. Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

48. Completion of Contract

The CONTRACTOR shall turn over their current operation to another vendor upon expiration or termination of the Agreement. For up to three (3) months prior to the expiration of this Agreement, the CONTRACTOR shall provide the consulting services of the Contract Manager for orientation to ensure a smooth transition from CONTRACTOR-provided services back to another vendor. The CONTRACTOR shall make reasonable provisions for inspection and observation of work procedures of the CONTRACTOR personnel during the transition period. In addition, the CONTRACTOR shall explain and return to the COUNTY, as requested, all staffing reports and related documents.

49. COMPLIANCE WITH JURY SERVICE PROGRAM

49.1 Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

49.2 Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may

provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor to perform or execute work covered in the Statement of work. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

50. Compliance with Wage and Hour Laws/Fair Labor Standards Act

The CONTRACTOR shall comply with all wage and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorney's fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

51. Contractor's Employees

The CONTRACTOR is responsible for providing the personnel assigned to perform services under the Agreement. All personnel assigned by the CONTRACTOR to perform these services shall at all times be employees of the CONTRACTOR, and the CONTRACTOR shall have the right to hire, suspend, discipline, or discharge the CONTRACTOR's personnel.

While providing services to the COUNTY under this Agreement, the CONTRACTOR's employees shall report to the COUNTY for all work-related activities and abide by the rules and regulations of the COUNTY facility where the employee is assigned. However, any employee of the CONTRACTOR who, in the opinion of the COUNTY is unsatisfactory (e.g., has committed an act of fraud, sexual harassment, etc.), shall be removed from the performance of requested services immediately upon the written or oral request of the CCA.

The personnel provided by the CONTRACTOR shall at a minimum be:

- 51.1** Be physically able to lift 40 lbs of weight.
- 51.2** Able to fluently read, write, speak, and understand English.
- 51.3** Bilingual, when requested.
- 51.4** Able to communicate effectively using good judgment and diplomacy.
- 51.5** Required to present him/herself in a neat, businesslike appearance and behave in a professional manner.
- 51.6** Able to handle sensitive materials and perform confidential duties.
- 51.7** Able to satisfy a background check.
- 51.8** Able to meet the minimum qualifications as stated in the "Statement of Work", Attachment A.

52. County's Quality Assurance Plan

The COUNTY or its agent will evaluate the CONTRACTOR's performance

under this Agreement on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and performance standards. The CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

53. Employee Benefits and Taxes

CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation. COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Agreement or CONTRACTOR's performance hereunder.

54. Government Observations

Federal, State, COUNTY and/or research personnel, in addition to departmental contracting staff, may observe performance activities, or review documents required under this Agreement at any time during normal working hours. However, these personnel may not unreasonably interfere with the CONTRACTOR performance.

55. Notice to Employees Regarding the Safely Surrendered Baby Law

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

56. Removal of Unsatisfactory Personnel

The COUNTY shall have the right, at its sole discretion to require the CONTRACTOR to remove any employee from the performance of services

under this Agreement for unsatisfactory performance or any other job-related cause. At the request of the COUNTY, the CONTRACTOR shall replace said personnel within twenty-four (24) hours.

57. Termination for Non-Appropriation of Funds

The COUNTY's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the

current fiscal year are subject to Federal, State or COUNTY's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the Board of Supervisors or the State or Federal Legislature does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated as of the end of the then current Fiscal Year.

The COUNTY shall make a good faith effort to notify the CONTRACTOR, in writing, of such non-appropriation at the earliest time.

58. Verbal Discussions

The Contract Manager, or alternate, designated in writing to act in the CONTRACTOR's behalf, shall be available to respond to the COUNTY's verbal inquiries within twenty-four (24) hours.

All other provisions of the contract remain unchanged.

COUNTY OF LOS ANGELES

By	Bryce Yokomizo, Director Department of Public Social Services	Date
	_____	_____

By	Patricia L. Meyer, Director Business Operations	Date
	_____	_____

APPROVED AS TO FORM:	_____	_____
BY COUNTY COUNSEL		

LLOYD W. PELLMAN

By	Barbara Y. Goul Senior Deputy County Counsel	Date
	_____	_____